

05-835-CD  
M & T et al vs. M. Kerlin et al

M&T. Bank v. Michael Kerlin et al  
2005-835-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
to KEYSTONE FINANCIAL BANK

Plaintiff

vs.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT

Defendants

No. 05-835-CD

COMPLAINT IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff  
COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON A. MCKECHNIE, ESQ.  
PA I.D. #36268  
MARLENE J. BERNSTEIN, ESQ.  
PA ID# 43574  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

CERTIFICATE OF ADDRESS:  
2107 MORRISDALE ALLPORT HWY.  
A/K/A RR4, BOX 268  
MORRIS TOWNSHIP  
PARCEL NO. #124.0-Q11-000-00064

BERNSTEIN FILE NO. F0053876

Jan. 3, 2006 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

FILED

JUN 13 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
to KEYSTONE FINANCIAL BANK

Plaintiff

vs.

No.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT

Defendants

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

## COMPLAINT

1. M & T Bank, successor in interest to Keystone Financial Bank, is a corporation with offices at 1100 Wehrle Drive, 2nd Floor, Williamsville, NY 14221 and is hereinafter referred to as "Plaintiff".

2. Defendants Melanie D. Kerlin a/k/a Melanie D. Cartwright and Michael J. Kerlin, are adult individuals who reside at 2107 Morrisdale Allport Highway, a/k/a RR4 Box 268, Phillipsburg, Clearfield County, Pennsylvania 16866 and Walnut Lane (P.O. Box 78) Lanse, Pennsylvania 16849, respectively.

3. On or about November 26, 1999 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds Mortgage Book at Instrument #199919634. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.

4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note. A copy of said Note is attached hereto, marked Exhibit "2" and made a part hereof.

5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.

6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about November 5, 2004, Notices of Homeowner's Emergency Act of 1983 were sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974(P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notices. Said Notices Further advised Defendants of Defendant's rights and obligations in accordance with said Acts. Copies of said Notices are attached hereto, collectively marked Exhibit "3", and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$49,984.94.

9. Plaintiff is entitled to interest at the rate of 9.490% per annum. Interest due from May 23, 2004 through and including May 27, 2005 amounts to \$4,810.00.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently \$180.00.

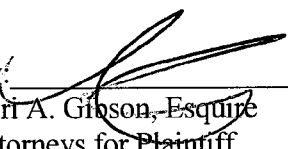
11. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$237.72 as of May 27, 2005.

12. By the terms of the aforementioned mortgage, Defendants have agreed to pay reasonable attorney's fees in the amount of \$1,100.00 and which will increase at the rate of \$110.00 per hour depending on the extent of litigation required.

13. Although repeatedly requested to do so by Plaintiff, Defendants willfully failed and refused to pay the aforesaid balance, interest, escrow advances, late charges, attorney fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants, jointly and severally, in the amount of \$56,312.66 with continuing interest, late charges and escrow and corporate advances at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
Attorneys for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219

**BERNSTEIN FILE NO. F0053876**

**MORTGAGE**

18 # 37901120016

THIS MORTGAGE, dated November 26, 1999, is between you, **MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** residing at **RR 4 BOX 268 PHILIPSBURG PA 16866**

the person or persons signing as "Mortgagor" below, and us,

**Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105**, the "Mortgagee"

**MORTGAGED PREMISES:** You mortgage, grant and convey to us the premises located at **RR 4 BOX 268 PHILIPSBURG PA 16866**

Street **MORRIS** County **CLEARFIELD** Pennsylvania Block No. Lot No. (the "Premises")  
Township / City / Municipality / Borough

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the **CLEARFIELD** County Office for the Recording of Deeds, in Deed Book **1825** on Page(s) **255**

Tax Parcel Number, (or other Uniform Parcel Identifier, if any) **124-011-64** or, if checked, on the reverse side. The

Premises includes all buildings and other improvements now or later on the premises and any rights or interest which derive from your ownership, use or possession of the Premises.

**LOAN:** The Mortgage will secure our loan to **MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** (whether one or more persons called the "Borrower"), in the principal amount of \$ **57,850.00** plus interests and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated **November 26, 1999**. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

**OWNERSHIP:** You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

**TAXES:** You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

**MAINTENANCE:** You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

**INSURANCE:** You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss payee. This means that we will receive payment on all insurance claims to the extent of our interest under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

**SECURITY INTEREST:** You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

**YOUR AUTHORITY TO US:** If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

**SALE OF PREMISES:** You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

**INSPECTION:** You will permit us to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

**DEFAULT:** A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law. In order to pay off what the Borrower owes on the Note, if the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may: (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the cost of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

**WAIVERS:** If we declare a default under this Mortgage, you waive your rights arising under all appraisement, stay and exemption laws. These rights may (i) be for your benefit or relief, (ii) limit the amount you owe us to the proceeds of the sale of the Premises, (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution, or (iv) provide for a stay of execution or other process.

**BINDING EFFECT:** Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

**GENERAL:** We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

Mortgagor **MICHAEL J KERLIN** (SEAL) Mortgagee  
Mortgagor **MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** (SEAL) Mortgagee

ORIGINAL 1A OF 2A

**EXHIBIT**  
(SEAL)  
(SEAL)PAGE 1 OF 4 PAGES

32x10

18 # 37901120016

**DESCRIPTION OF PREMISES**  
(Insert specific description of Premises, if necessary.)

**ALL THAT CERTAIN**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF CLEARFIELD**

§3.

On this, the 26th day of November, 1999, before me, Mary Ann Crowell,  
the undersigned officer, personally appeared Michael J. Kerlin and Melanie D. Kerlin, known to me (or satisfactorily proven) to  
be the person(s) whose name(s) are they subscribed as Owner to the instrument, and acknowledged that  
they executed the same for the purpose herein contained and asked it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires

Title of Officer

Mary Ann Crowell  
Notary Public, Clearfield County,  
My Commission Expires May 26, 2001  
Member, Pennsylvania Association of Notaries

I certify that the within named MORTGAGEE, Keystone Financial Bank, N.A. resides at

One Keystone Plaza Harrisburg Dauphin 17105  
Street City/Municipality County Zip Code

Signature

Mary Ann Crowell  
Agent on behalf of Mortgagee

**COMMONWEALTH  
OF  
PENNSYLVANIA**

**MORTGAGE  
FROM**

**MICHAEL J KERLIN  
MELANIE D KERLIN AKA MELANIE D CAR WRIGHT  
RR 4 BOX 268 PHILIPSEURD PA 16866**

**Mortgagee**

**KEYSTONE FINANCIAL BANK, N.A.  
One Keystone Plaza  
Harrisburg, PA 17105**

**Insert Name(s) of Mortgagor(s)  
TO**

**Recorder - Please return to:  
Keystone Financial Bank, N.A.  
130 Court St.  
Williamsport, PA 17701**

ORIGINAL 2A OF 2A

MORTCL1B/PA/ 1-5-99

32 x 10



**MORTGAGE**

18 # 37901120016

THIS MORTGAGE, dated November 26, 1999 is between you, **MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** residing at **RR 4 BOX 268 PHILIPSBURG PA 16866**

(the person or persons signing as "Mortgagor" below, and us,

**Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105** the "Mortgagee")

**ADDITION TO FILE**

**MORTGAGED PREMISES:** You mortgage, grant and convey to us the premises located at:

**RR 4 BOX 268 PHILIPSBURG PA 16866**

Street

**MORRIS**

**CLEARFIELD**

Pennsylvania

(the "Premises")

Township / City / Municipality / Borough

County

Block No.

Lot No.

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the **CLEARFIELD** County Office for the Recording of Deeds, in Deed Book **1825** on Page(s) **255**

Tax Parcel Number, (or other Uniform Parcel Identifier, if any) **124-011-64**

(or, if checked on the reverse side: The

Premises includes all buildings and other improvements now or later on the premises and any rights or interest which derive from your ownership, use or possession of the Premises.

**LOAN:** The Mortgage will secure our loan to **MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT**

(whether one or more persons called the "Borrower"), in the principal amount of \$ **57,850.00** plus interests and costs; all of which the Borrower must repay according to a note or agreement (the "Note") dated **November 26, 1999**. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

**OWNERSHIP:** You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

**TAXES:** You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

**MAINTENANCE:** You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

**INSURANCE:** You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss-payee. This means that we will receive payment on all insurance claims, to the extent of our interest under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

**SECURITY INTEREST:** You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

**YOUR AUTHORITY TO US:** If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

**SALE OF PREMISES:** You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

**INSPECTION:** You will permit us to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

**DEFAULT:** A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

**WAIVERS:** If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

**BINDING EFFECT:** Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

**GENERAL:** We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

Mortgagor **MICHAEL J KERLIN**

(SEAL)

Mortgagor

(SEAL)

Mortgagor **MELANIE D KERLIN AKA MELANIE D CARTWRIGHT**

(SEAL)

(SEAL)

ORIGINAL 1A OF 2A

mort117A/ 1-5-99

**DESCRIPTION OF PREMISES**  
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
199919634

RECORDED ON  
Nov 30, 1999  
1:23:48 PM

RECORDING FEES \$13.00  
RECORDER  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDER IMPROVEMENT FUND \$1.00  
STATE MILL TAX \$0.50  
TOTAL \$15.50

**COMMONWEALTH OF PENNSYLVANIA**  
**COUNTY OF CLEARFIELD**

On this, the 26th day of November, 1999, before me, Mary Ann Crowell, known to me (or satisfactorily proven) to be the undersigned officer, personally appeared Michael J and Melanie D Kerlin, subscribed as Owner to the instrument, and acknowledged that they are the person(s) whose name(s) are executed the same for the purpose herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires

Mary Ann Crowell  
Title of Officer

Member, Pennsylvania Association of Notaries

I certify that the within named MORTGAGEE

Keystone Financial Bank, N.A. resides at

One Keystone Plaza

Street

Harrisburg

City/Municipality

Dauphin

County

17105

Zip Code

Signature

Mary Ann Crowell

Agent on behalf of Mortgagee

**COMMONWEALTH  
OF  
PENNSYLVANIA**

**MORTGAGE  
FROM**

**MICHAEL J KERLIN  
MELANIE D KERLIN AKA MELANIE D CARTWRIGHT  
RR 4 BOX 268 PHILIPSBURG PA 16866**

**Insert Name(s) of Mortgagor(s)  
TO**

**Mortgagee**

**KEYSTONE FINANCIAL BANK, N.A.  
One Keystone Plaza  
Harrisburg, PA 17105**

**Recorder - Please return to:**

**Keystone Financial Bank, N.A.  
130 Court St.  
Williamsport, PA 17701**

ORIGINAL 2A OF 2A



NOTE AND SECURITY AGREEMENT, Dated November 26, 1999

NOTICE: ☒ Y ☐ N

18 # 37901120016

See separate itemization of Amount Financed.  
Itemization of Amount Financed

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after you have made all scheduled payments
09.99	\$ 57,155.73	\$ 61,755.87	\$ 118,911.60
a means an estimate			
Your Payment Schedule will be:			
Number of Payments	Amount of Payments	When Payments Are Due	
180	\$ 660.62	Monthly, beginning December 26, 1999	

Security: You are giving a security interest in:  
☐ the goods or property being purchased.  
☐ (brief description of other property)  
RR 4 BOX 266 PHILIPSBURG PA 16866

Filing Fees \$ 15.50

**Late Charge:** If a payment is not made within 15 days of its due date, you will be charged the lesser of 3% of the payment, or \$25.00, but in no event will the late charge be less than \$10.00.

**Prepayment:** If you pay off early, you will not have to pay a penalty. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment rewards and penalties.

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable separately and together, for all of your promises in this Note.  
**YOU PROMISE TO PAY US:** Keystone Financial Bank, N.A., One Keystone Plaza, Harrisburg, PA 17105, or to our order, at any of our offices, the Amount Financed, plus any prepaid charges and interest as provided below, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full. You may pay in advance all or part of the balance due at any time without penalty or premium.

**Security Agreement:** As security for the prompt payment of the sums you own and the proper performance of your promises in this Note, you and all the "Co-Owners" signing below grant us:  
(1) a security interest in the following personal property, and its equipment and accessories:

- 1.
- 2.
- 3.
- 4.

Our security interest includes parts, called "accessions," added to the personal property at any later time.

(a) a Mortgage upon

RR 4 BOX 266 PHILIPSBURG PA 16866

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other steps which we deem necessary to perfect, maintain perfection of, and strictly enforce our security interest in the Collateral.  
IF NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE, THIS NOTE IS UNSECURED.

**CREDIT INSURANCE IS NOT REQUIRED:** Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below. Single Credit Life and Single Credit Accident & Health Insurance and Single Credit Involuntary Unemployment Insurance are available to any one Borrower signing for insurance below. Joint Credit Life Insurance is available to both Borrowers signing for such insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Borrower(s) to be insured and the costs shown below are included in the Amount Financed.

By signing, you want Single Credit Life Insurance, which costs:	By signing, you want Single Credit Involuntary Unemployment Insurance, which costs:	By signing, you want Single Credit Accident & Health Insurance, which costs:	By signing, you both want Joint Credit Life Insurance, which costs:
\$ 3,905.87	N/A	N/A	N/A
Signature of Borrower to be insured for Single Credit Life Insurance	Signature of Borrower to be insured for Single Involuntary Unemployment Insurance	Signature of Borrower to be insured for Single Credit Accident & Health Insurance	Signatures of both Borrowers to be insured for Joint Credit Life Insurance
What is your age? 24 Years		What is your age? 24 Years	What are your ages? 24 Years

Insured: UNION SECURITY LIFE INSURANCE COMPANY and AMERICAN SECURITY INSURANCE COMPANY, Wilmington, Delaware

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE SECOND PAGE ARE PART OF THIS NOTE.  
BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.  
YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

\_\_\_\_\_  
Borrower's Signature MICHAEL J KERLIN  
\_\_\_\_\_  
Borrower's Signature MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

NOTICE TO CO-SIGNER

**NOTICE TO CO-SIGNER:** You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Creditor can collect this debt from you without first trying to collect from the Borrower. The Creditor can use the same collection methods against you that can be used against the Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

**CO-SIGNER'S SURETY AGREEMENT:** You, the person (or persons) signing as "Co-Signer" below, promise to pay to us, or to our order, the Amount Financed, plus any interest and other charges, as provided in this Note, jointly and severally with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment upon the Borrower. You also acknowledge receiving a completed copy of this Note.

\_\_\_\_\_  
Co-Signer's Signature  
\_\_\_\_\_  
Co-Signer's Signature

NOTICE: SEE SECOND PAGE FOR IMPORTANT INFORMATION  
Borrower - Copy / Lender - Original

PAGE 1 OF 1 PAGES

EXHIBIT 2

Melanie D. Kerlin  
2107 Morrisdale/Allport Hwy  
Phillipsburg, PA 16866

November 5, 2004

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA, PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**EXHIBIT 3**

HOMEOWNER'S NAME(S): Melanie D. Kerlin  
PROPERTY ADDRESS: 2107 Morrisdale / Allport Hwy., Phillipsburg, PA 16866  
LOAN ACCT. NO. 88536550001  
ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA  
CURRENT LENDER/SERVICER M&T BANK

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the country in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program.

To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Allport Hwy, Phillipsburg, PA 16866

**IS SERIOUSLY IN DEFAULT because:**

**YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07**

Other charges (explain/itemize): TITLE SEARCH      \$130.00  
ATTORNEY FEE:      50.00

**TOTAL AMOUNT PAST DUE: \$4,943.07**

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMS VILLE, NY 14221

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 3 months after the date of this Notice. A notice of the actual date of The Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T BANK

Address: 1100 WEHRLE DRIVE, 2<sup>ND</sup> FLOOR, WILLIAMS VILLE, NY 14221

Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You \_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX #(814) 539-1688

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX #(412) 465-5118

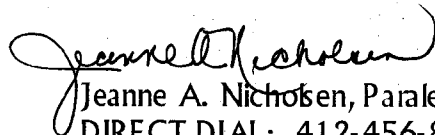
Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546



NOTICE

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LAW FIRM WILL PRESUME THIS DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF IT WITHIN 30 DAYS OF RECEIPT OF THIS LETTER. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ALL OR A PORTION OF THIS DEBT, WE WILL OBTAIN AND SEND TO YOU VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGMENT AGAINST YOU ARISING OUT OF THIS DEBT. ALSO, UPON WRITTEN REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE. WE RESERVE RIGHT TO TAKE LEGAL ACTION WITHIN THE 30 DAY VALIDATION PERIOD IF OUR CLIENT INSTRUCTS US TO DO SO.

Very truly yours,  
BERNSTEIN LAW FIRM, P.C.



Jeanne A. Nicholas, Paralegal  
DIRECT DIAL: 412-456-8119  
BERNSTEIN FILE NO F0038730

Michael J. Kerlin  
2107 Morrisdale/Allport Hwy  
Phillipsburg, PA 16866

November 5, 2004

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This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

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**EXHIBIT 3**

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**TOTAL AMOUNT PAST DUE: \$4,943.07**

**HOW TO CURE THE DEFAULT**--You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMSVILLE, NY 14221

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Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

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TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX #(814) 539-1688

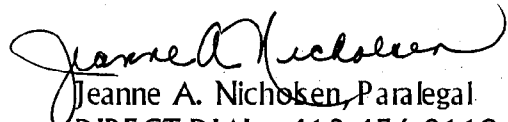
Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX #(412) 465-5118

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546

NOTICE

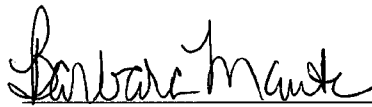
THIS IS, A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LAW FIRM WILL PRESUME THIS DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF IT WITHIN 30 DAYS OF RECEIPT OF THIS LETTER. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ALL OR A PORTION OF THIS DEBT, WE WILL OBTAIN AND SEND TO YOU VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGMENT AGAINST YOU ARISING OUT OF THIS DEBT. ALSO, UPON WRITTEN REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE. WE RESERVE RIGHT TO TAKE LEGAL ACTION WITHIN THE 30 DAY VALIDATION PERIOD IF OUR CLIENT INSTRUCTS US TO DO SO.

Very truly yours,  
BERNSTEIN LAW FIRM, P.C.

  
Jeanne A. Nicholas, Paralegal  
DIRECT DIAL: 412-456-8119  
BERNSTEIN FILE NO F0038730

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that she is the Banking Officer for the Plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

A handwritten signature in cursive script, appearing to read "Barbara Maute", is written over a horizontal line.

Barbara Maute  
Assistant Vice-President



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **100548**

M&T BANK successor in interest to  
KEYSTONE FINANCIAL BANK

Case # **05-835-CD**

vs.

MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

**SHERIFF RETURNS**

NOW August 02, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE "NOT FOUND" AS TO MICHAEL J. KERLIN, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

**FILED**

019:41/BD  
AUG 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100548  
NO: 05-835-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK successor in interest to  
KEYSTONE FINANCIAL BANK

vs.

DEFENDANT: MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

**SHERIFF RETURN**

---

NOW, July 12, 2005 AT 8:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MELANIE D. KERLIN aka MELANIE D. CARTWRIGHT DEFENDANT AT MEETING PLACE, RT. 53, ALLPORT, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELANIE D. KERLIN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100548  
NO: 05-835-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK successor in interest to  
KEYSTONE FINANCIAL BANK

vs.

DEFENDANT: MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

SHERIFF RETURN

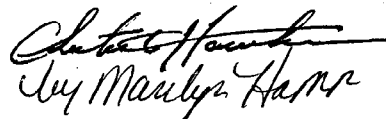
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	34121	20.00
SHERIFF HAWKINS	BERNSTEIN	34121	80.00
SHERIFF HAWKINS	"	34539	53.16

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
to KEYSTONE FINANCIAL BANK

Plaintiff

vs.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT

Defendants

No. 05-835-CD

COMPLAINT IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff  
COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON A. MCKECHNIE, ESQ.  
PA I.D. #36268  
MARLENE J. BERNSTEIN, ESQ.  
PA ID# 43574  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

CERTIFICATE OF ADDRESS:  
2107 MORRISDALE ALLPORT HWY.  
A/K/A RR4, BOX 268  
MORRIS TOWNSHIP  
PARCEL NO. #124.0-Q11-000-00064

**BERNSTEIN FILE NO. F0053876**

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUN 13 2005

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
to KEYSTONE FINANCIAL BANK

Plaintiff

vs.

No.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT

Defendants

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

## COMPLAINT

1. M & T Bank, successor in interest to Keystone Financial Bank, is a corporation with offices at 1100 Wehrle Drive, 2nd Floor, Williamsville, NY 14221 and is hereinafter referred to as "Plaintiff".

2. Defendants Melanie D. Kerlin a/k/a Melanie D. Cartwright and Michael J. Kerlin, are adult individuals who reside at 2107 Morrisdale Allport Highway, a/k/a RR4 Box 268, Phillipsburg, Clearfield County, Pennsylvania 16866 and Walnut Lane (P.O. Box 78) Lanse, Pennsylvania 16849, respectively.

3. On or about November 26, 1999 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds Mortgage Book at Instrument #199919634. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.

4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note. A copy of said Note is attached hereto, marked Exhibit "2" and made a part hereof.

5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.

6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about November 5, 2004, Notices of Homeowner's Emergency Act of 1983 were sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974(P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notices. Said Notices Further advised Defendants of Defendant's rights and obligations in accordance with said Acts. Copies of said Notices are attached hereto, collectively marked Exhibit "3", and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$49,984.94.

9. Plaintiff is entitled to interest at the rate of 9.490% per annum. Interest due from May 23, 2004 through and including May 27, 2005 amounts to \$4,810.00.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently \$180.00.

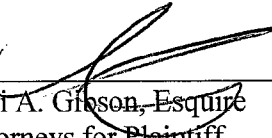
11. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$237.72 as of May 27, 2005.

12. By the terms of the aforementioned mortgage, Defendants have agreed to pay reasonable attorney's fees in the amount of \$1,100.00 and which will increase at the rate of \$110.00 per hour depending on the extent of litigation required.

13. Although repeatedly requested to do so by Plaintiff, Defendants willfully failed and refused to pay the aforesaid balance, interest, escrow advances, late charges, attorney fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants, jointly and severally, in the amount of \$56,312.66 with continuing interest, late charges and escrow and corporate advances at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
Attorneys for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219

**BERNSTEIN FILE NO. F0053876**



**MORTGAGE**

18 # 37901120016

THIS MORTGAGE, dated November 26, 1999, is between you, **MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** residing at **RR 4 BOX 268 PHILIPSBURG PA 16866**.

the person or persons signing as "Mortgagor" below, and us.

**Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105**, the "Mortgagee."

**MORTGAGED PREMISES:** You mortgage, grant and convey to us the premises located at **RR 4 BOX 268 PHILIPSBURG PA 16866**.

Street **MORRIS** Township / City / Municipality / Borough **CLEARFIELD** County **Pennsylvania** Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_ (the "Premises")

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the **CLEARFIELD** County Office for the Recording of Deeds, in Deed Book **1825** on Page(s) **255**.

Tax Parcel Number, (or other Uniform Parcel Identifier, if any) **124-011-64**

or, if checked, on the reverse side. The Premises includes all buildings and other improvements now or later on the premises and any rights or interest which derive from your ownership, use or possession of the Premises.

**LOAN:** The Mortgage will secure our loan to **MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** (whether one or more persons called the "Borrower"), in the principal amount of \$ **57,850.00** plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated **November 26, 1999**. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

**OWNERSHIP:** You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

**TAXES:** You will pay all real estate taxes, assessments, water charges, and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

**MAINTENANCE:** You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

**INSURANCE:** You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss payee. This means that we will receive payment on all insurance claims to the extent of our interest under this Mortgage before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

**SECURITY INTEREST:** You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

**YOUR AUTHORITY TO US:** If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amount we advance to the sums the Borrower owes on the Note on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

**SALE OF PREMISES:** You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

**INSPECTION:** You will permit us to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

**DEFAULT:** A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises, and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

**WAIVERS:** If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief, (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

**BINDING EFFECT:** Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

**GENERAL:** We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

Mortgagor **MICHAEL J KERLIN** (SEAL) Mortgagor  
Mortgagor **MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** (SEAL) Mortgagor

ORIGINAL 1A OF 2A

**EXHIBIT 1**

PAGE **1** OF **4** PAGES

18 # 37901120016

DESCRIPTION OF PREMISES  
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

On this, the 26th day of November, 1999, before me, Mary Ann Crowell, the undersigned officer, personally appeared Michael J. and Melanie D. Kerlin, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed as Owner to the instrument, and acknowledged that they executed the same for the purpose herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

Title of Officer

Notary Public  
Clearfield County  
Commission Expires May 26, 2001  
Member, Pennsylvania Association of Notaries

I certify that the within named MORTGAGEE, Keystone Financial Bank, N.A., resides at

One Keystone Plaza Harrisburg Dauphin 17105  
Street City/Township County Zip Code

Signature

Agent on behalf of Mortgagee

COMMONWEALTH  
OF  
PENNSYLVANIA

MORTGAGE  
FROM

MICHAEL J KERLIN  
MELANIE D KERLIN AKA MELANIE D CARTWRIGHT  
RR 4 BOX 268 PHILIPSBURG PA 16866

Mortgagee

KEYSTONE FINANCIAL BANK, N.A.  
One Keystone Plaza  
Harrisburg, PA 17105

Insert Name(s) of Mortgagor(s)  
TO

Recorder - Please return to:  
Keystone Financial Bank, N.A.  
130 Court St.  
Williamsport, PA 17701

ORIGINAL 2A OF 2A

MORTCLIB7A/ 1-5-99



**MORTGAGE**

18 # 37901120016

THIS MORTGAGE, dated **November 26, 1999** is between you, **MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** residing at **RR 4 BOX 268 PHILIPSBURG PA 16866**

(the person or persons signing as "Mortgagor" below, and us,

**Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105** the "Mortgagee") **ADDITION TO FILE**

**MORTGAGED PREMISES:** You mortgage, grant and convey to us the premises located at **RR 4 BOX 268 PHILIPSBURG PA 16866**

Street **MORRIS** County **CLEARFIELD** Pennsylvania (the "Premises")  
Township / City / Municipality / Borough Block No. Lot No.

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the **CLEARFIELD** County Office for the Recording of Deeds, in Deed Book **1825** on Page(s) **255**

Tax Parcel Number, (or other Uniform Parcel Identifier, if any) **124-011-64** or if checked on the reverse side, The Premises includes all buildings and other improvements now or later on the premises and any rights or interest which derive from your ownership, use or possession of the Premises.

**LOAN:** The Mortgage will secure our loan to **MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** (whether one or more persons called the "Borrower"), in the principal amount of \$ **57,850.00** plus interests and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated **November 26, 1999**. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

**OWNERSHIP:** You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

**TAXES:** You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

**MAINTENANCE:** You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

**INSURANCE:** You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss payee. This means that we will receive payment on all insurance claims, to the extent of our interest, under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

**SECURITY INTEREST:** You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

**YOUR AUTHORITY TO US:** If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount no greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

**SALE OF PREMISES:** You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

**INSPECTION:** You will permit us to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

**DEFAULT:** A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, directly from tenants. The costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

**WAIVERS:** If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

**BINDING EFFECT:** Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

**GENERAL:** We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

*Michael J Kerlin* (SEAL) Mortgagor  
*Melanie D Kerlin AKA Melanie D Cartwright* (SEAL) Mortgagor  
**MELANIE D KERLIN AKA MELANIE D CARTWRIGHT** Mortgagor

ORIGINAL 1A OF 2A

mort11PA 1-5-99

**DESCRIPTION OF PREMISES**  
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
199919634

RECORDED ON  
NOV 30 1999  
1:23:48 PM

RECORDING FEES - \$13.00  
RECORDER  
COUNTY IMPROVEMENT FUND \$1.00  
RECORDER IMPROVEMENT FUND \$1.00  
STATE MFT TAX \$0.50  
TOTAL \$15.50

**COMMONWEALTH OF PENNSYLVANIA**  
**COUNTY OF CLEARFIELD**

On this, the 26th day of November, 1999, before me, Mary Ann Crowell,  
the undersigned official personally appeared Michael J. and Melanie D. Kerlin, known to me (or satisfactorily proven) to  
be the person(s) whose name(s) are subscribed as Owner to the instrument, and acknowledged that  
they executed the same for the purpose herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires

Title of Officer

Keystone Financial Bank, N.A.

resides at

I certify that the within named MORTGAGEE

One Keystone Plaza

Street

Harrisburg  
City/MunicipalityDauphin  
County17105  
Zip Code

Signature

Agent on behalf of Mortgagee

**COMMONWEALTH  
OF  
PENNSYLVANIA**

**MORTGAGE  
FROM**

**MICHAEL J. KERLIN**  
**MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT**  
**RR 4 BOX 268 PHILIPSBURG PA 16866**

Insert Name(s) of Mortgagor(s)  
TO

**Mortgagee**

**KEYSTONE FINANCIAL BANK, N.A.**  
**One Keystone Plaza**  
**Harrisburg, PA 17105**

**Recorder - Please return to:**

**Keystone Financial Bank, N.A.**  
**130 Court St.**  
**Williamsport, PA 17701**

ORIGINAL - 2A OF 2A



NOTE AND SECURITY AGREEMENT, Dated November 26, 1999

NOTICE: If ☒ **Y**

18 # 37901120016

See separate limitation of Amount Financed.  
Limitation of Amount Financed

**ANNUAL PERCENTAGE RATE**  
The cost of your credit as a yearly rate

09.99

**FINANCE CHARGE**  
The dollar amount the credit will cost you

\$ 57,155.73

**Amount Financed**  
The amount of credit provided to you on your behalf

\$ 61,755.87

**Total of Payments**

The amount you will have paid after you have made all scheduled payments

\$ 118,911.60

n means an estimate

Your Payment Schedule will be:  
Number of Payments

180

Amount of Payments

\$ 660.62

When Payments Are Due

Monthly, beginning December 26, 1999

☐ **Security:** You are giving a security interest in the goods or property being purchased (brief description of other property)

RR 4 BOX 268 PHILIPSBURG PA 16866

Filing Fees \$ 15.50

**Late Charge:** If a payment is not made within 15 days of its due date, you will be charged the lesser of 3% of the payment, or \$25.00, but in no event will the late charge be less than \$10.00

**Prepayment:** If you pay off early, you will not have to pay a penalty

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note.

**YOU PROMISE TO PAY US:** Keystone Financial Bank, N.A., One Keystone Plaza, Harrisburg, PA 17105, or to our order, at any of our offices, the Amount Financed, plus any prepaid charges and interest as provided below, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full. You may pay in advance all or part of the balance due at any time without penalty or premium.

**Security Agreement:** As security for the prompt payment of the sums you owe and the prompt performance of your promises in this Note, you and all the "Co-Owners" signing below grant us:

(i) a security interest in the following personal property, and its equipment and accessories:

- 1.
- 2.
- 3.
- 4.

Our security interest includes parts, called "accessories," added to the personal property at any later time.

(ii) a Mortgage upon

RR 4 BOX 268 PHILIPSBURG PA 16866

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property collateral are explained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

IF NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE THIS NOTE IS UNSECURED.

**CREDIT INSURANCE IS NOT REQUIRED:** Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the cost(s) shown below. Single Credit Life and Single Credit Accident & Health Insurance and Single Credit Involuntary Unemployment Insurance are available to any one Borrower signing for insurance below. Joint Credit Life Insurance is available to both Borrowers signing the Note. No credit insurance will be provided unless the appropriate statement(s) is signed by the Borrower(s) to be insured and the costs shown below are included in the Amount Financed.

By signing, you want Single Credit Life Insurance, which costs	By signing, you want Single Credit Involuntary Unemployment Insurance, which costs	By signing, you want Single Credit Accident & Health Insurance, which costs	By signing, you both want Joint Credit Life Insurance, which costs
\$ 3,805.87	N/A	N/A	N/A
Signature of Borrower to be insured for Single Credit Life Insurance	Signature of Borrower to be insured for Single Involuntary Unemployment Insurance	Signature of Borrower to be insured for Single Credit Accident & Health Insurance	Signature of both Borrowers to be insured for Joint Credit Life Insurance
What is your age? 24 Years		What is your age? 24 Years	What are your ages? 24 Years

Insured: UNION SECURITY LIFE INSURANCE COMPANY and AMERICAN SECURITY INSURANCE COMPANY, Wilmington, Delaware

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE SECOND PAGE ARE PART OF THIS NOTE. BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE. YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

*Michael J Kerlin*  
Borrower's Signature  
MICHAEL J KERLIN  
*Melanie D Kerlin aka Melanie D Cartwright*  
Borrower's Signature  
MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

**NOTICE TO CO-SIGNER**

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay this debt, you will have to be sure you can afford to pay it if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The Creditor can collect this debt from you without first trying to collect from the Borrower. The Creditor can use the same collection methods against you that can be used against the Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

**CO-SIGNER'S SECURITY AGREEMENT:** You, the person (or persons) signing as "Co-Signer" below, promise to pay to us, or to our order, the Amount Financed, plus interest and other charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment with the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature

Address

Co-Signer's Signature

Address

NOTICE: SEE SECOND PAGE FOR IMPORTANT INFORMATION.  
Borrower - Copy Lender - Original

NOTE

PAGE 1 OF 1 PAGES

EXHIBIT 2

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

# BERNSTEIN

LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)  
EDWARD G. WEHRENBURG (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219 1-800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM MAIL@BERNSTEINLAW.COM

Melanie D. Kerlin  
2107 Morrisdale/Allport Hwy  
Phillipsburg, PA 16866

November 5, 2004

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA, PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT 3

HOMEOWNER'S NAME(S): Melanie D. Kerlin  
PROPERTY ADDRESS: 2107 Morrisdale / Allport Hwy., Phillipsburg, PA 16866  
LOAN ACCT. NO. 88536550001  
ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA  
CURRENT LENDER/SERVICER M&T BANK

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES  
BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY  
YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS  
ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE  
AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the country in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program.

To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Allport Hwy, Phillipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07

Other charges (explain/itemize): TITLE SEARCH      \$130.00  
ATTORNEY FEE:      50.00

TOTAL AMOUNT PAST DUE: \$4,943.07

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMSVILLE, NY 14221



IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 3 months after the date of this Notice. A notice of the actual date of The Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T BANK

Address: 1100 WEHRLE DRIVE, 2<sup>ND</sup> FLOOR, WILLIAMS VILLE, NY 14221

Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You \_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX #(814) 539-1688

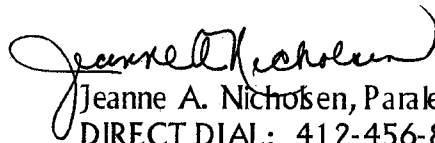
Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX #(412) 465-5118

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546

NOTICE

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LAW FIRM WILL PRESUME THIS DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF IT WITHIN 30 DAYS OF RECEIPT OF THIS LETTER. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ALL OR A PORTION OF THIS DEBT, WE WILL OBTAIN AND SEND TO YOU VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGMENT AGAINST YOU ARISING OUT OF THIS DEBT. ALSO, UPON WRITTEN REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE. WE RESERVE RIGHT TO TAKE LEGAL ACTION WITHIN THE 30 DAY VALIDATION PERIOD IF OUR CLIENT INSTRUCTS US TO DO SO.

Very truly yours,  
BERNSTEIN LAW FIRM, P.C.

  
Jeanne A. Nicholas, Paralegal  
DIRECT DIAL: 412-456-8119  
BERNSTEIN FILE NO F0038730

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

# BERNSTEIN

LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)  
EDWARD G. WEHRENBURG (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219 1-800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM MAIL@BERNSTEINLAW.COM

Michael J. Kerlin  
2107 Morrisdale/Allport Hwy  
Phillipsburg, PA 16866

November 5, 2004

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA, PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT 3

HOMEOWNER'S NAME(S): Michael J. Kerlin  
PROPERTY ADDRESS: 2107 Morrisdale / Allport Hwy., Phillipsburg, PA 16866  
LOAN ACCT. NO. 88536550001  
ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA  
CURRENT LENDER/SERVICER M&T BANK

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the country in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program.

To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

AGENCY ACTION--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Allport Hwy, Phillipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07

Other charges (explain /itemize): TITLE SEARCH      \$130.00  
ATTORNEY FEE:      50.00

TOTAL AMOUNT PAST DUE: \$4,943.07

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMS VILLE, NY 14221

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 3 months after the date of this Notice. A notice of the actual date of The Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: M&T BANK

Address: 1100 WEHRLE DRIVE, 2<sup>ND</sup> FLOOR, WILLIAMS VILLE, NY 14221

Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

- ASSUMPTION OF MORTGAGE--You \_\_\_\_ may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the
- outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX #(814) 539-1688

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX #(412) 465-5118

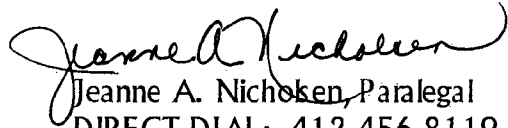
Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546



NOTICE

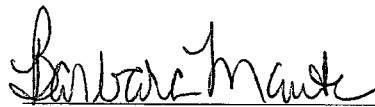
THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LAW FIRM WILL PRESUME THIS DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF IT WITHIN 30 DAYS OF RECEIPT OF THIS LETTER. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ALL OR A PORTION OF THIS DEBT, WE WILL OBTAIN AND SEND TO YOU VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGMENT AGAINST YOU ARISING OUT OF THIS DEBT. ALSO, UPON WRITTEN REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE. WE RESERVE RIGHT TO TAKE LEGAL ACTION WITHIN THE 30 DAY VALIDATION PERIOD IF OUR CLIENT INSTRUCTS US TO DO SO.

Very truly yours,  
BERNSTEIN LAW FIRM, P.C.

  
Jeanne A. Nicholson, Paralegal  
DIRECT DIAL: 412-456-8119  
BERNSTEIN FILE NO F0038730

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that she is the Banking Officer for the Plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

A handwritten signature in cursive script, appearing to read "Barbara Maute", written over a horizontal line.

Barbara Maute  
Assistant Vice-President

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

MOTION FOR ALTERNATE SERVICE  
IN ACCORDANCE WITH PA R.C.P. 430

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
HEIDI A. KORDISH, ESQUIRE  
PA ID#90512

Bernstein Law Firm, P.C.  
Firm #718  
2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

**BERNSTEIN FILE NO. F0053876**

**FILED**

0/2:55 PM  
NOV 01 2005

500 Atty Pentz  
(to deliver for  
Lori Gibson)

(K)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

MOTION FOR ALTERNATE SERVICE IN ACCORDANCE WITH THE  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 430

AND NOW, comes M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA , Plaintiff above-named, and prays this Honorable Court as follows:

1. Plaintiff filed a Complaint in Mortgage Foreclosure on June 13, 2005 and has been unable to obtain service of the Notice and Complaint on the Defendant, Michael J. Kerlin, only, through the office of the Sheriff of CLEARFIELD County, Pennsylvania.

2. Plaintiff has made diligent search for the Defendant, Michael J. Kerlin, as is more fully set forth in the SUPPORTING AFFIDAVIT, which is attached hereto, marked as Exhibit "A" and made a part hereof.

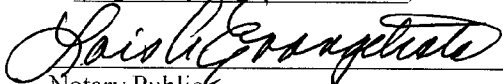
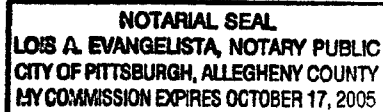
3. Plaintiff prays that this Honorable Court will enter an appropriate Order of Court authorizing alternative service by posting a copy of the Complaint to the mortgaged premises, and by regular mail to Defendant, Michael J. Kerlin's last known address.

9. That Plaintiff's counsel received a copy of Defendant, Michael J. Kerlin's credit report, which indicates P.O. Box 78, Lanse, PA 16849 as the Defendant's current address.

And further the Affiant sayeth naught.



Sworn to and subscribed  
before me this 13th day  
of October, 2005

  
Notary Public

Not home." A true and correct copy of the Return of Service is attached hereto, marked as Exhibit "1" and made a part hereof.

4. That Plaintiff's counsel made inquiry of the U.S. Post Office for confirmation of address information.

5. The postal authorities advised that P.O. Box 78, Lanse, PA 16849 is the correct address for the Defendant, MICHAEL J. KERLIN, only, as evidenced by the Post Office response attached hereto, marked as Exhibit "2" and made a part hereof.

6. That Directory Assistance was unable to confirm a street address for the Defendant, MICHAEL J. KERLIN, only.

7. That Voter Registration for CLEARFIELD County, was unable to confirm MICHAEL J. KERLIN is registered to vote in CLEARFIELD County.

8. That CLEARFIELD County Tax Assessment Office was able to confirm that the Defendant owns property in CLEARFIELD County and reported RR4 Box 268 Philipsburg PA 16866 as the last known address for the Defendant.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **100548**

**M&T BANK successor in interest to  
KEYSTONE FINANCIAL BANK**

Case # **05-835-CD**

vs.

**MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT**

**COPY**

**SHERIFF RETURNS**

NOW August 02, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO MICHAEL J. KERLIN, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

**DEBIT** 1

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

# BERNSTEIN

LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
KIRK B. BURKLEY (PA)  
DEBORAH R. ERBSTEIN (PA)  
CHRISTOPHER M. BOBACK (PA)  
HEIDI A. KORDISH (PA)  
SHERRY MAGRETTI HAMILTON (PA)  
PETER J. ASHCROFT (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219-1900 -800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM MAIL@BERNSTEINLAW.COM

Postmaster,  
Lanse, PA 16849

September 8, 2005

Subject: Request for Information

Re: M & T Bank  
Vs: Michael Kerlin  
2107 Morrisdale Allport Hwy  
Philipsburg PA 16866  
**BERNSTEIN FILE NO. F0053876**

Sir:

**Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process**

Please furnish the new address or the name and address (if a boxholder) for the following:

Name: Michael Kerlin

Address: P.O. Box 78, Walnut Lane, Lanse, PA 16849

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. State or regulation that empower me to serve process (not required when requester is an attorney or a party acting *pro se* must cite statute): \_\_\_\_\_
3. The name of all known parties to the litigation: M & T Bank VS. Michael Kerlin
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA, CIVIL DIVISION
5. The docket or other identifying number if one has been issued: \_\_\_\_\_
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

WARNING

EXHIBIT

2



THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Signature

Suite 2200 Gulf Tower  
Address

T.J. Chapman  
Printed Name

PITTSBURGH, PA 15219  
City, State, ZIP Code

**FOR POST OFFICE USE ONLY**

**POSTMARK**

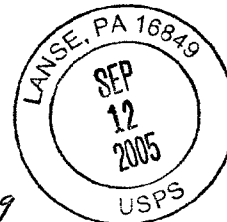
- ☐ Not known at address given.  
☐ Moved, left no forwarding address.  
☐ No such address.  
☒ Correct address.  
☐ New address  
☐ Box holder's name and address

NAME and STREET ADDRESS

Knox Run Rd  
Lanse, PA

File No. F0053876

*Connect mailing  
address' is: P.O. Box 78  
Lanse, PA  
16849*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

AFFIDAVIT IN SUPPORT OF MOTION FOR ALTERNATE SERVICE  
PURSUANT TO PA R.C.P. 430

AND NOW, comes LOUIA G. BROWN, Esquire, who upon being duly sworn  
according to law deposes and says as follows:

1. That she is an attorney at law duly licensed to practice in the Commonwealth of Pennsylvania.
2. That she is the attorney representing the Plaintiff, M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA.
3. That after filing of the Complaint, the Sheriff of Clearfield County made a RETURN OF SERVICE, in which he advised that he had been unable to make service upon the Defendant, MICHAEL J. KERLIN, only, at his last known address of 2107 Morrisdale Allport Hwy 1/k/a RR4 Box 268 Philipsburg PA 16866, "Not Found as to Michael J. Kerlin, Defendant, Attempted,

WHEREFORE Plaintiff motions this Honorable Court to enter an Order, pursuant to Pa.R.C.P. 430, authorizing the Plaintiff to serve the Defendant, MICHAEL J. KERLIN, only, by posting the mortgaged premises located at RR4 Box 268, Phillipsburg, PA 16866 and by regular mail to Defendant, Michael J. Kerlin's last known address of P.O. Box 78, Lanse, PA 16849 in accordance with PA. R.C.P. 430.

Respectfully Submitted,

BERNSTEIN LAW FIRM, P.C.

BY: 

LORI A. GIBSON, ESQUIRE

PA ID#68013

HEIDI A. KORDISH, ESQUIRE

PA ID#90512

Firm #718

2200 Gulf Tower

Pittsburgh, PA 15219

(412) 456-8100

**BERNSTEIN FILE NO. F0053876**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD.

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

MOTION FOR ALTERNATE SERVICE  
IN ACCORDANCE WITH PA R.C.P. 430

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
HEIDI A. KORDISH, ESQUIRE  
PA ID#90512

Bernstein Law Firm, P.C.  
Firm #718  
2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

BERNSTEIN FILE NO. F0053876

To C/A  
from Pentz

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

NOV 01 2005

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

MOTION FOR ALTERNATE SERVICE IN ACCORDANCE WITH THE  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 430

AND NOW, comes M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA , Plaintiff above-named, and prays this Honorable Court as follows:

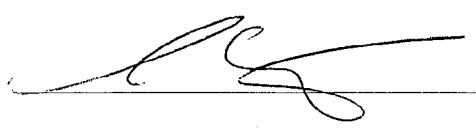
1. Plaintiff filed a Complaint in Mortgage Foreclosure on June 13, 2005 and has been unable to obtain service of the Notice and Complaint on the Defendant, Michael J. Kerlin, only, through the office of the Sheriff of CLEARFIELD County, Pennsylvania.

2. Plaintiff has made diligent search for the Defendant, Michael J. Kerlin, as is more fully set forth in the SUPPORTING AFFIDAVIT, which is attached hereto, marked as Exhibit "A" and made a part hereof.

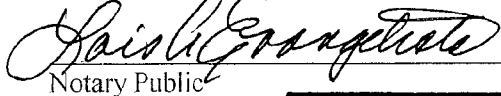
3. Plaintiff prays that this Honorable Court will enter an appropriate Order of Court authorizing alternative service by posting a copy of the Complaint to the mortgaged premises, and by regular mail to Defendant, Michael J. Kerlin's last known address.

9. That Plaintiff's counsel received a copy of Defendant, Michael J. Kerlin's credit report, which indicates P.O. Box 78, Lanse, PA 16849 as the Defendant's current address.

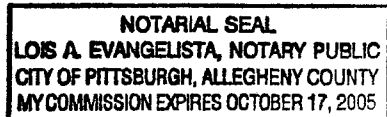
And further the Affiant sayeth naught.

A handwritten signature in black ink, appearing to be "Michael J. Kerlin", written over a horizontal line.

Sworn to and subscribed  
before me this 13th day  
of October, 2005

A handwritten signature in black ink, appearing to be "Lois A. Evangelista", written over a horizontal line.

Notary Public



Not home." A true and correct copy of the Return of Service is attached hereto, marked as Exhibit "1" and made a part hereof.

4. That Plaintiff's counsel made inquiry of the U.S. Post Office for confirmation of address information.

5. The postal authorities advised that P.O. Box 78, Lanse, PA 16849 is the correct address for the Defendant, MICHAEL J. KERLIN, only, as evidenced by the Post Office response attached hereto, marked as Exhibit "2" and made a part hereof.

6. That Directory Assistance was unable to confirm a street address for the Defendant, MICHAEL J. KERLIN, only.

7. That Voter Registration for CLEARFIELD County, was unable to confirm MICHAEL J. KERLIN is registered to vote in CLEARFIELD County.

8. That CLEARFIELD County Tax Assessment Office was able to confirm that the Defendant owns property in CLEARFIELD County and reported RR4 Box 268 Philipsburg PA 16866 as the last known address for the Defendant.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **100548**

M&T BANK successor in interest to  
KEYSTONE FINANCIAL BANK

Case # 05-835-CD

vs.

**COPY**

MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

**SHERIFF RETURNS**

NOW August 02, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE "NOT FOUND" AS TO MICHAEL J. KERLIN, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

**EXHIBIT** 1



JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

**BERNSTEIN**  
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
KIRK B. BURKLEY (PA)  
DEBORAH R. ERBSTEIN (PA)  
CHRISTOPHER M. BOBACK (PA)  
HEIDI A. KORDISH (PA)  
SHERRY MAGRETTI HAMILTON (PA)  
PETER J. ASHCROFT (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219-1900 800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM MAIL@BERNSTEINLAW.COM

Postmaster,  
Lanse, PA 16849

September 8, 2005

Subject: Request for Information

Re: M & T Bank  
Vs: Michael Kerlin  
2107 Morrisdale Allport Hwy  
Philipsburg PA 16866  
**BERNSTEIN FILE NO. F0053876**

Sir:

**Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process**

Please furnish the new address or the name and address (if a boxholder) for the following:

Name: Michael Kerlin

Address: P.O. Box 78, Walnut Lane, Lanse, PA 16849

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. State or regulation that empower me to serve process (not required when requester is an attorney or a party acting *pro se* must cite statute): \_\_\_\_\_
3. The name of all known parties to the litigation: M & T Bank VS. Michael Kerlin
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA, CIVIL DIVISION
5. The docket or other identifying number if one has been issued: \_\_\_\_\_
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

WARNING

EXHIBIT

2

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Signature

Suite 2200 Gulf Tower  
Address

T.J. Chapman  
Printed Name

PITTSBURGH, PA 15219  
City, State, ZIP Code

**FOR POST OFFICE USE ONLY**

**POSTMARK**

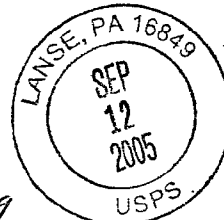
- ☐ Not known at address given.  
☐ Moved, left no forwarding address.  
☐ No such address.  
☒ Correct address.  
☐ New address  
☐ Box holder's name and address

NAME and STREET ADDRESS

Knox Run Rd  
Lanse, PA

File No. F0053876

*Connect mailing  
address is: P.O. Box 78  
Lanse, PA  
16849*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

AFFIDAVIT IN SUPPORT OF MOTION FOR ALTERNATE SERVICE  
PURSUANT TO PA R.C.P. 430

AND NOW, comes LOUI A GIBSON, Esquire, who upon being duly sworn  
according to law deposes and says as follows:

1. That she is an attorney at law duly licensed to practice in the Commonwealth of  
Pennsylvania.

2. That she is the attorney representing the Plaintiff, M & T BANK successor in interest to  
KEYSTONE FINANCIAL BANK, NA.

3. That after filing of the Complaint, the Sheriff of Clearfield County made a RETURN OF  
SERVICE, in which he advised that he had been unable to make service upon the Defendant,  
MICHAEL J. KERLIN, only, at his last known address of 2107 Morrisdale Allport Hwy w/k/a  
RR4 Box 268 Philipsburg PA 16866, "Not Found as to Michael J. Kerlin, Defendant, Attempted,

WHEREFORE Plaintiff motions this Honorable Court to enter an Order, pursuant to Pa.R.C.P. 430, authorizing the Plaintiff to serve the Defendant, MICHAEL J. KERLIN, only, by posting the mortgaged premises located at RR4 Box 268, Phillipsburg, PA 16866 and by regular mail to Defendant, Michael J. Kerlin's last known address of P.O. Box 78, Lanse, PA 16849 in accordance with PA. R.C.P. 430.

Respectfully Submitted,

BERNSTEIN LAW FIRM, P.C.

BY: 

LORI A. GIBSON, ESQUIRE

PA ID#68013

HEIDI A. KORDISH, ESQUIRE

PA ID#90512

Firm #718

2200 Gulf Tower

Pittsburgh, PA 15219

(412) 456-8100

**BERNSTEIN FILE NO. F0053876**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in  
In interest to KEYSTONE  
FINANCIL BANK, NA  
Plaintiffs

vs

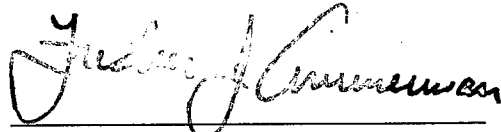
No. 05-835-CD

MICHAEL KERLIN AND  
MELANIE KERLIN AKA  
MELANIE CARTWRIGHT,  
Defendants

SCHEDULING ORDER

AND NOW, this 2<sup>nd</sup> day of November, 2005, upon  
consideration of the Plaintiff's Motion for Alternate Service  
filed by Lorie A. Gibson, Attorney for Plaintiff, a hearing is  
hereby scheduled for the 7<sup>th</sup> day of December, 2005, at  
3:00 P.M. in Court Room No. 1 of the Clearfield County  
Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
Judge

FILED

O 1:37 P.m 6K

NOV 03 2005

5 CC TO  
ATTY PENTZ  
(FOR LORI GIBSON)

William A. Shaw @  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M&T BANK, successor in interest to  
KEYSTONE FINANCIAL BANK, NA

Plaintiff,

No. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

AFFIDAVIT OF SERVICE  
OF SCHEDULING ORDER

Defendants,

Filed on Behalf of:  
Plaintiff  
Counsel of Record for this Party:  
LORI A. GIBSON, ESQUIRE  
Pa. I.D. #68013  
HEIDI A. KORDISH, ESQUIRE  
PA I.D. #90512  
BERNSTEIN LAW FIRM, P.C.  
2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100  
**BERNSTEIN FILE NO. F0053876**

**FILED** *Nov*  
*m10:48*  
DEC 02 2005 

William A. Shaw  
Prothonotary/Clerk of Courts

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl A. Bauer, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires July 22, 2008  
Member, Pennsylvania Association Of Notaries



U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Bernstein Law Firm, P.C.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

One piece of ordinary mail addressed to:

Melanie D. Kerlin aka  
Melanie D. Cartwright  
8107 Morisdale Blvd  
Pittsburg, PA 16804

PS Form 3817, January 2001

FO653876

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Bernstein Law Firm, P.C.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

One piece of ordinary mail addressed to:

Michael J. Kerlin  
P.O. Box 78  
Larose, PA 16849

PS Form 3817, January 2001

FO653876

1631 U.S. POSTAGE PB2213659  
7420 \$00.90 NOV 21 05  
2616 MAILED FROM ZIP CODE 15222  
PITTSBURGH, PA 15219  
NOV 12 2005  
U.S. POSTAL SERVICE

1071 U.S. POSTAGE PB2213659  
7420 \$00.90 NOV 21 05  
2615 MAILED FROM ZIP CODE 15222  
PITTSBURGH, PA 15219  
NOV 12 2005  
U.S. POSTAL SERVICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest to :  
KEYSTONE FINANCIAL BANK, :  
N.A. :

vs. :

No. 05-835-CD

MICHAEL A. KERLIN and MELANIE :  
KERLIN, a/k/a MELANIE :  
CARTWRIGHT :

FILED

0/1:41 Lm

DEC 07 2005


2ccs Atty  
L. Gibson  
C. Pentz

William A. Shaw  
Prothonotary

ORDER

AND NOW, this 6<sup>th</sup> day of December, 2005, it is the ORDER  
of the Court that argument/hearing on Plaintiff's Motion for Alternate Service in  
the above matter has been re-scheduled from Wednesday, December 7, 2005, at  
3:00 P.M. to Friday, December 9, 2005, at 2:00 P.M. in Courtroom No. 1,  
Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

as the property of ELAINE ECKBERG, at the  
suit of NBOC BANK, NOW FIRST  
COMMONWEALTH BANK. JUDGMENT  
NO. 04-1603-CD.  
Chester A. Hawkins, Sheriff.  
ADV. January 6th, 13th, 20th, 2006.

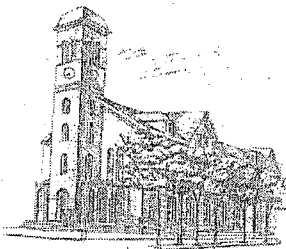
**SHERIFF'S SALE  
OF VALUABLE REAL ESTATE**

BY VIRTUE OF: Execution issued out of  
the Court of Common Pleas of Clearfield  
County, Pennsylvania and to me directed.

BELOW, THIS OFFICE CAN PROVIDE  
YOU WITH INFORMATION ABOUT  
HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A  
LAWYER, THIS OFFICE MAY BE ABLE TO  
PROVIDE YOU WITH INFORMATION  
ABOUT AGENCIES THAT MAY OFFER  
LEGAL SERVICES TO ELIGIBLE  
PERSONS AT A REDUCED FEE OR NO  
FEE.

Lawyer Referral Service, PA Bar  
Association, P.O. Box 186, Harrisburg, PA  
17108. 1-800-692-7375.  
BERNSTEIN LAW FIRM, P.C. 412-456-  
8161.



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

\_\_\_\_ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

X Plaintiff(s)/Attorney(s)

X Defendant(s)/Attorney(s)

\_\_\_\_ Other

\_\_\_\_ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in interest to KEYSTONE  
FINANCIAL BANK, NA,  
Plaintiff

vs.

MICHAEL J. KERLIN and MELANIE KERLIN,  
a/k/a MELANIE D. CARTWRIGHT  
Defendants

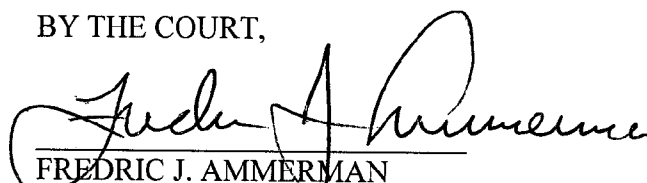
\*  
\*  
\*  
\*  
\*  
\*  
\*

NO. 05-835-CD

**ORDER**

NOW, this 9<sup>th</sup> day of December, 2005, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale upon **Defendant, MICHAEL KERLIN** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's last known address, PO Box 78, Lanse, PA 16849 and by posting the mortgaged premises known in this herein action as 2107 Morrisdale Allport Highway, a/k/a RR4, Box 268, Philipsburg, PA 16866.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

DEC 13 2005

302  
01/11/07/08  
Att. Gibson  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in interest to KEYSTONE  
FINANCIAL BANK, NA,  
Plaintiff

vs.

MICHAEL J. KERLIN and MELANIE KERLIN ,  
a/k/a MELANIE D. CARTWRIGHT,  
Defendants


\*  
\*  
\*  
\*  
\*  
\*  
\*

NO. 05-835-CD

**AMENDED ORDER**

NOW, this 22<sup>nd</sup> day of December, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure Notice of Sheriff's Sale upon **Defendant, MICHAEL KERLIN** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's last known address, PO Box 78, Lanse, PA 16849 and by posting the mortgaged premises known in this herein action as 2107 Morrisdale-Allport Highway, a/k/a RR 4, Box 268, Philipsburg, PA 16866.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED

10/11/06  
DEC 22 2005

3 CC

Ang Gibson

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in interest  
to KEYSTONE FINANCIAL BANK, NA

Plaintiff

No. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

PRAECIPE TO REINSTATE COMPLAINT

Defendant(s)

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
HEIDI A. KORDISH, ESQUIRE  
PA ID#90512

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100  
**BERNSTEIN FILE NO. F0053876**

**FILED** Any pd. 7.00  
m 11:03 AM  
JAN 03 2006 1 Compl. to  
William A. Shaw  
Prothonotary/Clerk of Courts Shff  
(GR)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in interest  
to KEYSTONE FINANCIAL BANK, NA

Plaintiff,

vs.

Civil Action No. 05-835-CD

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

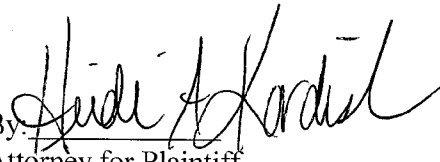
Defendants

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

BERNSTEIN LAW FIRM, P.C.

By:   
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO. F0053876**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
To KEYSTONE FINANCIAL BANK,

Plaintiff,

No. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT,

PROOF OF PUBLICATION

Defendants.

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

**BERNSTEIN FILE NO. F0053876**

**NOTICE**

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**FILED** <sup>no ec</sup>  
10/10/32/01  
FEB 22 2006

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA CIVIL DIVISION NO. 05-835-CD M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA Plaintiff Vs. MICHAEL J. KERLIN AND MELANIE D. KERLIN A/K/A MELANIED. CARTWRIGHT Defendants TO: MICHAEL KERLIN. You are hereby notified that Plaintiff has filed an action against you seeking to foreclose a mortgage secured by your property located at 2107 Morrisdale Allport Hwy. a/k/a RR4 Box 268, Philipsburg, PA 16866, whereupon your property would be sold by the Sheriff of Clearfield County. NOTICE TO DEFEND You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you. By entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Services  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

1:16-1d-b

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 17th day of January, A.D. 20 06, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of January 16, 2006

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

*Margaret E. Krebs*

Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*  
Notary Public Clearfield, Pa.

My Commission Expires  
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2007  
Member, Pennsylvania Association Of Notaries

to do it then because it's made much more (members don't get into p like I have." But Rep. Alan Mollo W.Va., the ranking Dem the House ethics commit told the AP better dis won't stop members from ing the rules and New's n

**NOTICE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA  
CIVIL DIVISION  
NO. 05-835-CD**

M & T BANK successor in interest to  
KEYSTONE FINANCIAL BANK, NA Plaintiff  
Vs.

MICHAEL J. KERLIN AND MELANIE D.  
KERLIN A/K/A MELANIE D. CARTWRIGHT  
Defendants.

TO: MICHAEL KERLIN. You are hereby  
notified that Plaintiff has filed an action  
against you seeking to foreclose a mortgage  
secured by your property located at 2107  
Morrisdale Allport Hwy., a/k/a RR4 Box 268,  
Philipsburg, PA 16866, whereupon your  
property would be sold by the Sheriff of  
Clearfield County.

**NOTICE TO DEFEND**

You have been sued in Court. If you  
wish to defend against the claims set forth in  
the following pages, you must take action  
within twenty (20) days after this Complaint  
and Notice are served upon you, by entering  
a written appearance personally or by  
attorney and filing in writing with the Court  
your defenses or objections to the claims set  
forth against you. You are warned that if you  
fail to do so the case may proceed without  
you and a Judgment may be entered against  
you by the Court, without further notice, for  
any money claimed in the Complaint or for  
any other claim or relief requested by the  
Plaintiff. You may lose money or property or  
other rights important to you.

YOU SHOULD TAKE THIS PAPER TO  
YOUR LAWYER AT ONCE. IF YOU DO  
NOT HAVE A LAWYER, GO TO OR  
TELEPHONE THE OFFICE SET FORTH

Clearfield, PA 16830

Second Publication

**McCLINCY, JENNIFER L.**, Dec'd  
Late of Mineral Springs  
Administratrix: **SHARON R. McCLINCY**  
Attorney:  
**BARBARA J. HUGNEY-SHOPE**  
23 North Second Street  
Clearfield, PA 16830

**HAMILTON, RALPH E.**, Dec'd  
Late of Madera  
Co-Administrators: **CAROL RICKETTS**  
**RICHARD J. HAMILTON**  
Attorney: **R. DENNING GEARHART**  
207 East Market Street  
Clearfield, PA 16830

**SPENCER, RAY L.**, Dec'd  
Late of Grampian  
Executrix: **MILDRED W. SPENCER**  
Attorney: **DAVID S. AMMERMAN**  
310 East Cherry Street  
Clearfield, PA 16830

First Publication

**APPLETON, EVELYN J.**, Dec'd  
Late of Curwensville  
Executor:  
**ALLEN CHRISTOPHER GUIHER**  
Attorney: **RICHARD A. BELL**  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

**JACOX, REED A.**, Dec'd  
Late of Orrstown  
Executrix: **MARY TERESA KENDIG**  
Attorney: **MICHAEL P. YEAGER**  
PO Box 752  
Clearfield, PA 16830

F0053876

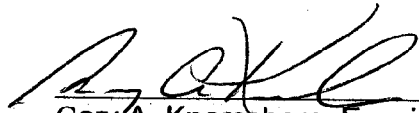
## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

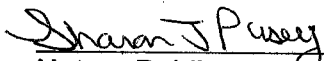
:

COUNTY OF CLEARFIELD :

On this 20th day of January AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of January 20, 2006. Vol. 18 No. 3. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

  
Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

  
Notary Public  
My Commission Expires

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Clearfield, Clearfield County, PA  
My Commission Expires APRIL 7, 2007

Bernstein Law Firm P.C.

**CLEARFIELD COUNTY LEGAL JOURNAL  
PO BOX 521  
CLEARFIELD PA 16830**

**INVOICE**

Mortgage Foreclosure

M & T Bank vs. Michael Kerlin                      \$72.00



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, Successor in interest to KEYSTONE  
FINANCIAL BANK, N.A.,

Plaintiff,

vs.

Civil Action No. 05-835-CD

MICHAEL J. KERLIN and MELANIE KERLIN,  
A/k/a MELANIE D. CARTWRIGHT,

VERIFICATION OF SERVICE OF  
COMPLAINT IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

**BERNSTEIN FILE NO. F0053876**

**FILED** *NO cc*  
*m/10.32.01*  
**FEB 22 2006** *lm*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, Successor in interest to KEYSTONE  
FINANCIAL BANK, N.A.,

Plaintiff,

vs.

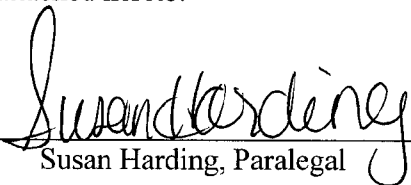
Civil Action No. 05-835-CD

MICHAEL J. KERLIN and MELANIE KERLIN,  
A/k/a MELANIE D. CARTWRIGHT,

Defendants.

VERIFICATION OF SERVICE OF COMPLAINT IN MORTGAGE FORECLOSURE

The undersigned, subject to the penalties of 18 Pa.C.S. {4904 relating to unsworn falsification to authorities), does hereby certify that the undersigned mailed a copy of the Complaint in Mortgage Foreclosure in the above-captioned matter by Certified U.S. Mail and U.S. Mail form 3817 to the Defendant, Michael J. Kerlin on January 6, 2006 as evidenced by a copy of the certified mail receipt and certificate of mailing, marked as Exhibit "A" and attached hereto.

  
\_\_\_\_\_  
Susan Harding, Paralegal

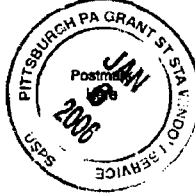
7005 1820 0004 7434 4690

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 1.29
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$5.34</b>



Sent To Michael Kerlin  
 Street, Apt. No.,  
 or PO Box No. P.O. Box 78  
 City, State, ZIP+4 Lansdale, PA 16849

PS Form 3800, June 2002

See Reverse for Instructions

EXHIBIT A

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

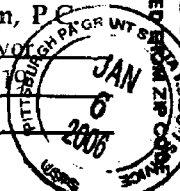
Received From: Bernstein Law Firm, P.C.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

One piece of ordinary mail addressed to:

Michael Kerlin  
P.O. Box 48  
Lansdale, PA 16849  
3H

PS Form 3817, January 2001

F0053876



1451 U.S. POSTAGE P82213659  
7471 \$00.98 JAN 06 06  
2449 MAILED ZIP CODE 15222

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Michael Kerlin  
P.O. Box 78  
Lansie, PA 16849

SH

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X W. Kerlin

☒ Agent  
☒ Addressee

## B. Received by (Printed Name)

W. Kerlin

## C. Date of Delivery

11/10/06

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☒ No

## 3. Service Type

☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

2. 7005 1820 0004 7434 4650

PS Form 3811, February 2004

Domestic Return Receipt

F0053876

102506-02-11-1840

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 101125  
NO: 05-835-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: M&T BANK Successor in interest to Keystone Financial Bank

vs.

DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN ak MELANIE D. CARTWRIGHT

**SHERIFF RETURN**

---

NOW, January 06, 2006 AT 9:42 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 2107 MORRISDALE ALLPORT HWY., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: HUNTER / NEVLING

FILED  
d2:4761  
MAR 16 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101125  
NO: 05-835-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: M&T BANK Successor in interest to Keystone Financial Bank

vs.

DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN ak MELANIE D. CARTWRIGHT

SHERIFF RETURN

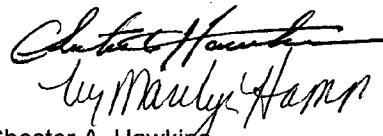
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	35556	10.00
SHERIFF HAWKINS	BERNSTEIN	35556	23.24

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,



Chester A. Hawkins  
Sheriff